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2 ERICKSEN, ARBUTHNOT, KILDUFF, DAY & LINDSTROM, INC.
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5 Attorneys for Defendant
PHILLIPS & COHEN ASSOCIATES, LTD.
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION
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11 RAMONA PATRICIA CARDON,

12 Plaintiff,

13 vs.

14 PHILLIPS & COHEN ASSOCIATES, LTD., A
15 New Jersey Corporation,

16 Defendant.
17
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Case Number C08-00926-JW

DEFENDANT PHILLIPS &
COHEN ASSOCIATES, LTD.'S
INITIAL DISCLOSURES UNDER
FEDERAL RULE OF CIVIL
PROCEDURE 26A

19 1. Under Rule 26(a)(1)(A), Phillips & Cohen Associates, Ltd. (hereinafter "Phillips &
20 Cohen"), provides the following initial disclosure of the names, addresses, telephone numbers, and
21 subject of each individual likely to have discoverable information that Phillips & Cohen may use to
22 support its claims or defenses. Phillips & Cohen reserves its right to amend and/or supplement these
23 initial responses.

24 A. All witnesses described in the complaint, listed by the other parties to this action,
25 or subsequently identified during discovery.

26 2. Under Rule 26(a)(1)(B), Phillips & Cohen provides the following description by
27 category and location of all documents, data compilations, and tangible things that are in the
28 possession, custody, or control of Phillips & Cohen that Phillips & Cohen may use to support its

1 claims or defenses. Phillips & Cohen reserves its right to amend and/or supplement these initial
2 responses.

3 A. File Notes for 3/5/07 to 2/22/08

4 B. Debtor Profile (Titled "Cardon #5695800")

5 C. Voice Recording Report (including relevant data for 3/1/07 to 3/31/07)

6 D. Debt Collection Form Letter

7 3. Under Rule 26(a)(1)(C), Phillips & Cohen is not making any claim for damages in
8 this action at this time. Phillips & Cohen reserves its right to amend and/or supplement these initial
9 responses.

10 4. Under Rule 26(a)(1)(D), Phillips & Cohen provides evidence of insurance in the form
11 of cover pages of the Miscellaneous Professional Liability Policy with AIG. This is the only
12 responsive document currently in Phillips & Cohen's possession. A true and correct copy of said
13 cover pages is attached hereto as Exhibit A.

14
15 Dated: June 27, 2008

16 ERICKSEN, ARBUTHNOT, KILDUFF, DAY & LINDSTROM, INC.

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18 _____/s/
19 Steve W. Dollar, Esq.
20 Liam J. O'Connor, Esq.
21 Attorneys for Defendant
22 PHILLIPS & COHEN ASSOCIATES, LTD.
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AIG AMERICAN INTERNATIONAL COMPANIES®

- | | |
|---|---|
| <input type="checkbox"/> AIU Insurance Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American International South Insurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Co. of Pittsburgh, Pa.® |
| <input type="checkbox"/> AIG Casualty Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Granite State Insurance Company | |

(each of the above being a capital stock company)

(This policy is issued only by the insurance company indicated by the box checked above.)

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY CLAIM EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR CLAIM EXPENSES SHALL BE APPLIED AGAINST THE RETENTION.

POLICY NUMBER: 563-50-05

REPLACEMENT OF POLICY NUMBER: 966-49-04

DECLARATIONSItem 1. **Named insured:** *PHILLIPS & COHEN ASSOCIATES LTD*

Address: *695 RANOCAS RD*
WESTAMPTON, NJ 08060-5626

Item 2. **Policy period:** *From February 1, 2008 to April 1, 2009*

at 12:01 A.M. standard time at the address of the insured as stated above.

Item 3. **Limits of Liability (inclusive of claim expenses)**

<i>\$5,000,000</i>	each wrongful act
<i>\$5,000,000</i>	aggregate

Item 4. **Retention:** *\$25,000* **each wrongful act**Item 5. **Premium:** *\$107,372* + *\$1,503 NJ Surcharge*

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Item 6. **Professional services:** See Endorsement 1

Item 7. **Retroactive date:** *September 25, 1998*

Item 8. Name and Address of Insurer (in the box checked above)
*National Union Fire Insurance Company of Pittsburgh, Pa.
175 Water Street
New York, NY 10038*

Producer: *PROFESSIONAL RISK PLACEMENTS LLC*

Producer

License #: *ON FILE WITH CARRIER*

Address: *4 HENDRICKSON AVE & HWY 35
RED BANK, NJ 07701*

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IN WITNESS WHEREOF, we have caused this policy to be signed on this declarations page by our President, a Secretary and our duly authorized representative.

Elizabeth M. Tuck
SECRETARY

John Z. Dyle
PRESIDENT

John Z. Dyle
AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

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